4540

BILL NO. S-79-07- 15

SPECIAL ORDINANCE NO. S- 124-79

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 878-79, between the City of Fort Wayne, Indiana and L. W. Dailey, Inc., Contractor for Ludwig Park Area Sanitary Sewer, Division I.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated June 20, 1979, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and L. W. Dailey, Inc., Contractor, for installation of the following:

DIVISION I

MAIN LINE A:
Beginning at a proposed Structure A-1 over an existing 12" sanitary sewer located 165± LF North of the centerline of Wolverton Drive and 17± LF East of the centerline of Rodenbeck Drive; thence Northerly 40± LF to proposed Structure A-2 located 205± LF North of the centerline of Wolverton Drive and 29± LF East of the centerline of Rodenbeck Drive; thence Northerly 177± LF to proposed Structure A-3 located 29± LF South of the centerline of Pelham Drive and 29± LF East of Rodenbeck Drive; thence North 280± LF to proposed Structure A-4, located 29± LF East of the centerline of Rodenbeck Drive; thence North 264± LF to proposed Structure A-5 located 29± LF North of the centerline of Orlando Drive and 29± LF East of the centerline of Rodenbeck Drive; thence North 220± LF to proposed Structure A-6, located 29± LF East of Rodenbeck Drive; thence North 277± LF to proposed Structure A-7, located 29± LF East of Rodenbeck Drive and 30± LF North of centerline of Ludwig Park Drive; thence North 366± LF to proposed Structure A-8 located 29± LF East of the centerline of Rodenbeck Drive; thence 246± LF to proposed Structure A-9 located 34± LF South of the centerline of Ludwig Road and 29± LF East of the centerline of Rodenbeck Drive.

Said sewer shall be 10" in diameter.

LATERAL A-1
Beginning at the above described Structure A-2, thence East 143± LF along a line 7± LF North of and parallel to the North line of the vacated lot 117 of Rodenbeck's Seventh Addition, to proposed Structure A-10 located 7± LF North of and 7± LF East of the Northeast corner of said vacated lot 117; thence South 85± LF along a line 7± LF East of and parallel to the East line of said vacated lot 117.

Said sewer shall be 8" in diameter.

LATERAL A-2
Beginning at the above described Structure A-3, thence Westerly 1188± LF along a line 29± LF South of and parallel

to the centerline of Pelham Drive terminating at proposed Structure A-13, located 15± LF West of the East property line of Lot 76 of Rodenbeck's Fourth Addition.

Said sewer shall be 8" in diameter.

LATERAL A-3
Beginning at the above described Structure A-5, thence Westerly 1310± LF along a line 29± LF North of and parallel to the centerline of Orlando Drive and terminating at proposed Structure A-17 located 29± LF North of the centerline of Orlando Drive and 125± LF East of the centerline of Sharon Drive.

Said sewer shall be 8" in diameter.

LATERAL A-4
Beginning at the above described Structure A-7, thence West 1154± LF along a line 29± LF North of and parallel to the centerline of Ludwig Park Drive to proposed Structure A-20, thence Southwesterly 160± LF to proposed Structure A-21 located 21± LF South of the centerline of Ludwig Park Drive and 175± LF East of the centerline of Sharon Drive.

Said sewer shall be 8" in diameter.

LATERAL A-5
Beginning at the above described Structure A-9; thence West 354± LF to proposed Structure A-23 located 29± LF South of the centerline of Ludwig Road; thence West 910± LF to proposed Structure A-26 located 29± LF South of the centerline of Ludwig Road and 165± LF East of the centerline of Sharon Drive.

Said sewer shall be 8" in diameter.

LATERAL A-6
Beginning at the above described Structure A-4; thence West 390± LF to proposed Structure A-27 located 1± LF North of the Southwest corner of Lot 60 of Rodenbeck's Third Addition as Recorded in Plat Book 21, Page 113; thence West 400± LF to proposed Structure A-28 located 49± LF East of and 8± LF South of the Northwest corner of Lot 69 of Rodenbeck's Fourth Addition, as Recorded by Plat Book 26, Page 93; thence West 511± LF to Structure A-30 located 12± LF West of and 7± LF South of the Northeast corner of Lot 74 of said Rodenbeck's Fourth Addition.

Said sewer shall be 8" in diameter,

under Board of Public Works Sewer Improvement Resolution No. 878-79, at a total cost of $323,136.90, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

_____
Councilman

APPROVED AS TO
FORM & LEGALITY

William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and ~~the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council~~ Chambers, ~~City-County Building,~~ Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M., ~~E.S.T.~~

DATE: 7-10-79

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by D. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9	0			
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 7-24-79

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-124-79 on the 24th day of July, 1979.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Winfield C. Moses Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of July, 1979, at the hour of 11:30 o'clock A.M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 31st day of July, 1979 at the hour of 3 o'clock P.M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-07-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving a contract for Sewer Improvement Resolution No. 878-79, between the City of Fort Wayne, Indiana and L.W. Dailey, Inc., Contractor for Ludwig Park Area Sanitary Sewer, Division I

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

7-24-79
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

May 16, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded the contracts for the Ludwig Park Area Sanitary Sewer under Sewer Improvement Resolution No. 878-79, as follows:

Division I - L. W. Dailey $323,136.90

Division II - T - G Excavating $363,123.05

T-G Excavating, contractor for Div. II above, has also been awarded the Wilkie Addition Sanitary Sewer Contract in amount of $70,633.25 under Sewer Improvement Resolution No. 877-79. This sewer project also will have to be finished before Ludwig Park Sewer construction may begin.

Therefore, Board of Works respectfully requests "Prior Approval" so that construction of the three sanitary sewer projects, listed above, may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

HENRY P. WEHRENBERG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong

ROBERT E. ARMSTRONG, MAYOR

ep

APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman

CHARLES W. WESTERMAN, CLERK

AN EQUAL OPPORTUNITY EMPLOYER

Council July 10, 1979

CSF/1

67-199-7 6/20/79

CONTRACT NO. 878-79 DIVISION I

BOARD ORDER NO. 25-79 WORK ORDER NO. 72607

THIS CONTRACT made and entered into in triplicate this 20th day of June, 1979, by and between L. W. DAILEY, INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the installation of the following:

DIVISION I

MAIN LINE A:
Beginning at a proposed Structure A-1 over an existing 12" sanitary sewer located 165± LF North of the centerline of Wolverton Drive and 17± LF East of the centerline of Rodenbeck Drive; thence Northerly 40± LF to proposed Structure A-2 located 205± LF North of the centerline of Wolverton Drive and 29± LF East of the centerline of Rodenbeck Drive; thence Northerly 177± LF to proposed Structure A-3 located 29± LF South of the centerline of Pelham Drive and 29± LF East of Rodenbeck Drive; thence North 280± LF to proposed Structure A-4, located 29± LF East of the centerline of Rodenbeck Drive; thence North 264± LF to proposed Structure A-5 located 29± LF North of the centerline of Orlando Drive and 29± LF East of the centerline of Rodenbeck Drive; thence North 220± LF to proposed Structure A-6, located 29± LF East of Rodenbeck Drive; thence North 277± LF to proposed Structure A-7, located 29± LF East of Rodenbeck Drive and 30± LF North of centerline of Ludwig Park Drive; thence North 366± LF to proposed Structure A-8 located 29± LF East of the centerline of Rodenbeck Drive; thence 246± LF to proposed Structure A-9 located 34± LF South of the centerline of Ludwig Road and 29± LF East of the centerline of Rodenbeck Drive.

Said sewer shall be 10" in diameter.

LATERAL A-1
Beginning at the above described Structure A-2, thence East 143± LF along a line 7± LF North of and parallel to the North line of the vacated lot 117 of Rodenbeck's Seventh Addition, to proposed Structure A-10 located 7± LF North of and 7± LF East of the Northeast corner of said vacated lot 117; thence South 85± LF along a line 7± LF East of and parallel to the East line of said vacated lot 117.

Said sewer shall be 8" in diameter.

LATERAL A-2
Beginning at the above described Structure A-3, thence Westerly 1188± LF along a line 29± LF South of and parallel to the centerline of Pelham Drive terminating at proposed Structure A-13, located 15± LF West of the East property line of Lot 76 of Rodenbeck's Fourth Addition.

Said sewer shall be 8" in diameter.

LATERAL A-3
Beginning at the above described Structure A-5, thence Westerly 1310± LF along a line 29± LF North of and parallel to the centerline of Orlando Drive and terminating at proposed Structure A-17 located 29± LF North of the centerline of Orlando Drive and 125± LF East of the centerline of Sharon Drive.

Said sewer shall be 8" in diameter.

LATERAL A-4
Beginning at the above described Structure A-7, thence West 1154± LF along a line 29± LF North of and parallel to the centerline of Ludwig Park Drive to proposed Structure A-20, thence Southwesterly 160± LF to proposed Structure A-21 located 21± LF South of the centerline of Ludwig Park Drive and 175± LF East of the centerline of Sharon Drive.

Said sewer shall be 8" in diameter.

LATERAL A-5
Beginning at the above described Structure A-9; thence West 354± LF to proposed Structure A-23 located 29± LF South of the centerline of Ludwig Road; thence West 910± LF to proposed Structure A-26 located 29± LF South of the centerline of Ludwig Road and 165± LF East of the centerline of Sharon Drive.

Said sewer shall be 8" in diameter.

LATERAL A-6
Beginning at the above described Structure A-4; thence West 390± LF to proposed Structure A-27 located 1± LF North of the Southwest corner of Lot 60 of Rodenbeck's Third Addition as Recorded in Plat Book 21, Page 113; thence West 400± LF to proposed Structure A-28 located 49± LF East of and 8± LF South of the Northwest corner of Lot 69 of Rodenbeck's Fourth Addition, as Recorded by Plat Book 26, Page 93; thence West 511± LF to Structure A-30 located 12± LF West of and 7± LF South of the Northeast corner of Lot 74 of said Rodenbeck's Fourth Addition.

Said sewer shall be 8" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11027, Sheet 3 through 21, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of Three Hundred Twenty-Three Thousand One Hundred Thirty-Six and 90/100 Dollars ($323,136.90). In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

10" Sewer Pipe	Twenty-Four and 05/100 Dollars	$ 24.05
8" Sewer Pipe	Twenty-Three and 10/100 Dollars	23.10
C.F.W. Std. M.H. Type I-A	Nine Hundred Seventy-Five and 00/100 Dollars	975.00
C.F.W. Std. Clean Out	Two Hundred Seventy-Five and 00/100 Dollars	275.00

#53 or #73 Stone Backfill	Nine and 80/100 Dollars	9.80
Special Backfill (Under Drives)	Seven and 90/100 Dollars	7.90
4" - 6" Field Tile Replacement	Six and 00/100 Dollars	6.00
8" - 12" Field Tile Replacement	Ten and 00/100 Dollars	10.00
14" - 18" Field Tile Replacement	Fifteen and 00/100 Dollars	15.00
6" Concrete (Driveways)	Twenty-Five and 00/100 Dollars	25.00
4" Asphalt (Driveways)	Six and 00/100 Dollars	6.00
6" Stone Surface (Driveways)	Eight and 00/100 Dollars	8.00
Seeding & 2" Mulch	Zero and 55/100 Dollars	0.55
Brush & Tree Removal (Lump Sum)	Twenty Hundred and 00/100 Dollars	2000.00
6" Tap (incl. permit)	Three Hundred Fifty and 00/100 Dollars	350.00
3½" Asphalt for Streets	Four and 80/100 Dollars	4.80
Double Chip and Seal	One and 35/100 Dollars	1.35
12" CMP Replacement	Nine and 00/100 Dollars	9.00
#53 or #73 Gravel Backfill under existing tile	Eight and 80/100 Dollars	8.80
Concrete Headwall Replacement	Two Hundred and 00/100 Dollars	200.00
Landscaping (1" - 3") Trees	Two Hundred Twenty and 00/100 Dollars	220.00
10" Deep Strength Asphalt	Thirteen and 75/100 Dollars	13.75
2" Asphaltic Surface	Two and 75/100 Dollars	2.75
C.F.W. Std. M.H. Type VI-A (Drop M.H.)	Twelve Hundred and 00/100 Dollars	1200.00
Excavation	Zero and 70/100 Dollars	0.70
Field Office (Lump Sum)	Twenty Hundred and 00/100 Dollars	2000.00
Excavation of existing tiles	One Hundred Fifty and 00/100 Dollars	150.00

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall not make progress payments on account of the contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT (BARRETT LAW)

It is proposed that the entire project cost, i.e., construction, engineering, easement damages, highway permits, inspection, advertizing, area connection charges etc. are to be financed through assessments to the benefited property owners. Contractor agrees to accept as payment all Barrett Bonds issued by City by reason of assessable property owners electing to pay in ten (10) installments, plus interest, and signing the required waiver.

The Contractor shall file a "Completion Affidavit" with the Board of Public Works which indicates that the work on the project is substantially completed for acceptance by the City. The Engineering Department will inspect the project and promptly inform the Contractor in writing of any deficiencies in the project for acceptance.

The Engineer may recommend to the Owner to proceed with the public hearing on the confirmation of the final assessment roll even though all surface deficiencies on the project have not been fully satisfied, providing, the Contractor has indicated his willingness in writing to escrow sufficient and adequate monies to perform the necessary work. The Owner shall determine at this public hearing both the amount of monies which will be sufficient to perform the uncompleted work and the satisfactory method of assurance that the work will be accomplished as contracted for.

The Barrett Law bonds for the project will be issued to the Contractor within 60 days after the confirmation of the final assessment roll by the Board of Public Works providing:

1. That all cash payments collected from the property owners in an amount not to exceed the engineering, easement damages, highway permits, inspection, advertizing, area connection charges, etc. costs for the project, shall be retained by the City.
2. That in the event that all cash payments collected from the property owners is less than the amount for engineering, easement damages, highway permits, inspection, advertizing, area connection charges, etc. cost for the project, the Contractor does by the acceptance of the bonds agree to pay the City in cash within 30 days those deficient funds. The failure of the Contractor to repay the City said deficient funds within 30 days shall constitute a breach of his contract and will give the City the full right to call upon the Contractor's bonding company for payment of those deficient funds.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. In the event this contract is not executed prior to July 1, 1979, the prescribed scale of wages established for the period of time in which execution of this contract occurs shall prevail in lieu of the attached scale of wages. (WR/1).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 878-79.
B. Instructions to Bidders for Contract No. 878-79.
C. Contractor's Proposal Dated May 2, 1979.
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11027.
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers adopted February 26, 1976 and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Special Provisions.
G. Certificate in compliance of Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement. ~~(if applicable)~~
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order, Form.
R. Notice of Final Acceptance.

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage. Insurance inforce issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.2.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases or the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified in the within contract in 180 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

L. W. DAILEY, INC.

BY: _____
C. W. Fishering, Jr., President

BY: _____
Its Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Robert E. Armstrong, Mayor

ATTEST:

_____
Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Assoc. City Attorney

BOARD OF PUBLIC WORKS

_____
Henry P. Wehrenberg, Chairman

_____
Ethel H. LaMar, Member

_____
Max G Scott, Member

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1979. Spec. Order No. S-_____

Contract No. 878-79
Division I

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

Contract No. 878-79
Division I

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY, AND JUNE, 1979.

In compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	PAW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.60	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	11.14	45	50		1	4if
CARPENTER (BUILDING)	S	10.89		6%		8	2if
(HIGHWAY)	S	10.23	60	60		5	2if
CEMENT MASON	S	9.70	75	80		1	
ELECTRICIAN	S	12.35	50	3%+40		6	
ELEVATOR CONSTRUCTOR	S	11.63½	89½	69	8%	6	
GLAZIER	S	10.79		25	40	4	25¢holidr.
IRON WORKER	S	11.80	90	1.20		2	25¢annuity 2if
LABORER (BUILDING)	S-SS US	7.70-8.70	70	50		9	
(HIGHWAY)	S-US-SS	8.30-9.15	70	70		9	
(SEWER)	S-US-SS	7.60-8.40+	70	50		9	
LATHER	S	10.94		50		1	2if
MILLWRIGHT & PILEDRIVER	S	11.22		6%		8	2if
OPERATING ENGINEER (BUILDING)	S-SS US	8.10-11.90	55	65		9	
(HIGHWAY)	S-SS-US	8.16-10.87	55	65		8	
(SEWER)	S-SS-US	8.59-11.57	75	65		10	
PAINTER	S	9.25-10.25	50	65		12	6misc.
PLASTERER	S	10.08	60	80			
PLUMBER & STEAMFITTER	S	12.60	55	90		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.75-10.80					
ROOFER	S	10.90		10			
SHEETMETAL WORKER	S	12.09	50	60		10	39¢sasmi 14if
TEAMSTER (BUILDING)	S-SS US	9.18-10.13	26.00pw	31.00pw			
(HIGHWAY)	S-SS-US	8.75½-9.35½	27.50pw	31.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27 DAY OF [illegible], 19 77

[signature]
REPRESENTING GOVERNOR, STATE OF INDIANA

[signature]
REPRESENTING THE AWARDING AGENT.

[signature]
REPRESENTING STATE A.F.L. & C.I.O.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that
L. W. Dailey, Inc.
(Name of Contractor)

P. O. Box 8132, Fort Wayne, In.46808
(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and St. Paul Fire & Marine Insurance Company
(Name of Surety)

St. Paul, Minnesota
(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Three Hundred Twenty-Three Thousand, One Hundred Thirty-Six and 90/100 dollars ($ 323,136.90) (value of work) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the _____ day of _____, 19____, for construction of:

A sanitary sewer line to serve a portion of the Southeast Quarter of Section 15, Township 31 North, Range 12 East, Southwest Quarter of Section 14, Township 31 North, Range 12 East and part of Northeast Quarter of Section 22, Township 31 North, Range 12 East, bounded on the North by the South right-of-way line of Ludwig Road, bounded on the South by a line 250 feet South of the South right-of-way line of Washington Center Road, bounded on the East by the West line of the Southwest Quarter, Section 14, Township 31 North, Range 12 East, bounded on the West by Lima Road (State Route #3).

Contract No. 878-79
Divison I

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11027 Sheet(s) 3 through 21 and special provisions and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompaning the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 4 (number) counterparts, each one of which shall be deemed an original, this 22 day of May, 19 79.

ATTEST:

Lorraine I Casper
(Principal) Secretary

[SEAL]

L. W. Dailey, Inc.
(Principal)

BY: G.W. Fishering, Jr. [S]

(Witness as to Principal)

P. O. Box 8132
(Address)

(Address)

Fort Wayne, In. 46808

St. Paul Fire & Marine Insurance Company
Surety

ATTEST:

(Surety) Secretary

[SEAL]

Witness as to Surety

By Lane I Poss
Attorney-in-Fact

201 W. Wayne St.
(Address)

201 W. Wayne St.
(Address)

Fort Wayne, In. 46802

Fort Wayne, In. 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No. 878-79
Divison I

Class 1

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA
CERTIFIED COPY OF POWER OF ATTORNEY

(A Capital Stock Company)

Fidelity and Surety Department

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, Leonard Shirely, Lane I. Ross, individually, Port Wayne, Indiana

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,—Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 4th day of May A. D. 1979

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey } ss.

Vice President.

On this 4th day of May 1979, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 day of May 19 79

Secretary.

*Unlimited as to character and amount.

10870 CPS Rev. 10-74 Printed in U.S.A.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

L. W. Dailey, Inc.
(Name of Contractor)

P. O. Box 8132, Fort Wayne, Indiana 46808
(Address of Contractor)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire & Marine Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Three Hundred Twenty-Three Thousand, One Hundred Thirty-Six and 90/100-------- Dollars ($ 323,136.90) (value of work) for the payment whereof well and truely to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____ 19____, for the construction of:

A sewer line to serve a portion of the Southeast Quarter of Section 15, Township 31 North, Range 12 East, Southwest Quarter of Section 14, Township 31 North, Range 12 East, and part of Northeast Quarter of Section 22, Township 31 North, Range 12 East; bounded on the North by the South right-of-way line of Ludwig Road; bounded on the South by a line 250 feet South of the South right-of-way line of Washington Center Road; Bounded on the East by the West line of the Southwest Quarter, Section 14, Township 31 North, Range 12 East, bounded on the West by Lima Road (State Road #3).

all according to Fort Wayne Water Pollution Control Engineering Department Drawing No. SY-11027, Sheet(s) 3 through 21 and special provisions, and according to the City of Fort Wayne's Specifications and Standard Drawings and Addendums, adopted February 26, 1976.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modivication thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed 4 (number) counterparts, each one of which shall be deemed an original, this 22 day of May, 19 79.

ATTEST:

L. W. Dailey, Inc.
Principal

Lorraine L Cooper
(Principal) Secretary

[SEAL]

By G.W. Fishering, Jr. [S]
P. O. Box 8132
(Address)
Fort Wayne, In. 46808

Witness as to Principal

(Address)

St. Paul Fire & Marine Insurance Company
Surety

ATTEST:

By Lane A Ross
Attorney-in-Fact

(Surety) Secretary

[SEAL]

Jami M. Osborne
Witness as to Surety

201 W. Wayne St.
(Address)
Fort Wayne, In. 46802

201 W. Wayne St.
(Address)
Fort Wayne, In. 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Contract No. 878-79
Division I

Class I

Fidelity and Surety Department

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
ST. PAUL, MINNESOTA
CERTIFIED COPY OF POWER OF ATTORNEY

(A Capital Stock Company)

Original on File at Home Office of Company. See Certification.

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski,
Leonard Shirely, Lane I. Ross, individually, Fort Wayne, Indiana

its true and lawful attorneys(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,—Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 4th day of May A. D. 1979

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey } ss.

Vice President.

On this 4th day of May 1979, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V.C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22 day of May 1979

Secretary.

*Unlimited as to character and amount.

10870 CPS Rev. 10-74 Printed in U.S.A.

APPLICATION FOR PERMIT TO CUT INTO FORT WAYNE STREETS

Permit No. 22489

Name of Street See attached plans

Township Washington

Addition See attached plans

To the FORT WAYNE BOARD OF PUBLIC WORKS
Fort Wayne, Indiana

April 17, 1979 19

I hereby make application for a PERMIT to cut into the right of way at

LOCATION: See attached Project Plans (Res. 878-1979)

TYPE OF SURFACE where the cut is to be made is Chip and Seal over Asphalt

NATURE OF OPENING TO BE MADE: The opening to be made will be — feet long in right of way, and — feet long in road surface by _____ feet wide, and _____ feet deep.

PURPOSE OF OPENING: Installation of Ludwig Park Sanitary Sewer

CHARGE: Enclosed please find my certified check for Cost waived by executive action Dollars). ESTIMATED COST OF LABOR AND MATERIALS TO RESTORE THE CITY PROPERTY CUT INTO OR DAMAGED BY THE APPLICANT TO CONDITIONS AS SPECIFIED BY CURRENT STREET ENGINEERING SPECIFICATIONS ($_____) DOLLARS.

MAINTENANCE BOND: A maintenance bond will be required on each permit which will be one hundred percent (100%) of the estimated cost of labor and materials to restore the city property cut into or damaged by the applicant to its conditions as stated above which is to remain in effect for a period of one year from the date of completion of the proposed work, said date being established by the Fort Wayne Permit Engineer upon notification of completion of said work.

I agree:

To furnish a drawing showing size, type, controlling dimensions, etc., of the proposed improvement relative to existing pavements, existing structures, existing right of way, and existing utilities;

To erect and maintain all necessary barricades, detour signs and warning lights in accordance with the manual on Uniform Traffic Control Devices for Streets and Highways required to safely direct traffic over or around the part of the street where the above described work is to be done so long as the work in any way interferes with traffic;

To move or remove any structures installed under this permit, should future traffic conditions or street improvements necessitate and when requested to do so by the Fort Wayne Permit Engineer.

To assume all responsibility for any injury or damage to persons or property resulting directly or indirectly from the work contemplated in this application;

Final restoration of city property cut into or damaged, including said street and lateral cuts by applicant must be restored to conditions as specified by current street Engineering specifications within five (5) days after backfilling of cut unless prior approval is acquired from Permit Engineer.

GRANT OF PERMIT TO CUT INTO CITY RIGHT OF WAY

The Fort Wayne Permit Engineer hereby grants to Water Pollution Control Engineering a permit to cut into the Fort Wayne Street right of way described herein, and condition that said applicant file with the Fort Wayne Board of Public Works a Maintenance Bond in the amount of N/A ($ N/A).

This permit shall expire one year from the date of application unless actual work has begun on the above mentioned location. The applicant, on presentation of this permit, may renew this permit, upon furnishing the Fort Wayne Permit Engineer with an up-to-date estimate of the cost of restoration as provided hereinabove. THIS PERMIT IS NOT EFFECTIVE UNTIL THE ABOVE DESCRIBED BOND IS FILED.

If any person shall perform construction of any type within the city right of way or damage any city street without first obtaining a permit therefor and filing with the Fort Wayne Permit Engineer, a bond, as provided hereinabove, such person shall be guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Three Hundred Dollars ($300.00) for each offense.

Name of Applicant: Water Pollution Control Engineering Department

Signature of Applicant Philip R. Boller

Philip R. Boller, P.E., Chief W.P.C. Engineer

Address Room 700 City-County Bldg. Ft. Wayne, IN Zip Code 46802

Telephone 423-7061

DATE APPROVED _____

APPROVED: R. Feller

FORT WAYNE PERMIT ENGINEER

Notice is hereby given that any parking revenues lost to the City which results from the restriction or removal of on-street parking will be charged to the holder of this permit.
BOARD OF PUBLIC WORKS.

Form 1011 (rev. 6/76)

G-21 ORDINANCE APPLIES

NOTICE OF AWARD

TO: _____

_____

_____

_____

_____

PROJECT Description: _____

_____

_____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, 19___, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of $_____. (Provisions added here).

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds within ten days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 19_____.

_____
Owner

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____,

this the _____ day

of _____ 19____

_____

BY _____

Title _____

NOTICE TO PROCEED

To: L. W. Dailey, Inc.
1134 Oakland Street
Fort Wayne, IN 46808

Date: _____

Project: Ludwig Park Sanitary Sewer, Res. #878-1979 Division I

You are hereby notified to proceed in accordance with your contract dated _____, 19____, on the project and you are to complete the project within 180 consecutive calendar days thereafter.

Therefore, the date for the completion of this project is _____, 19_____.

Owner:
BOARD OF PUBLIC WORKS

_____
Chairman Henry P. Wehrenberg

_____
Member Ethel H. LaMar

_____
Member Max G. Scott

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____,

this the _____ day

of _____, 19_____

_____

BY_____

Title _____

Contract No. 878-79

CHANGE ORDER SPECIMEN FORM

Change Order No. _____ Resolution No. _____
Project No. _____ Board Order No. _____
Name of Project _____ Date _____

To: _____
(Contractor)

Gentlemen:

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Change			Change in Contract Price	
	Quantity	Description	Unit Price	Decrease	Increase
			Total Decrease		
			Total Increase		
			Net (Decrease) (Increase) Contract Price		

The sum of $_____ is hereby (added to) (deducted from) the total contract price and the final contract price shall be adjusted as follows:

Original Contract Price $_____
Current Contract Price Adjusted by Previous Change Order $_____
New Contract Price Including This Change Order $_____

The time provided for completion in the contract for this project is (unchanged) (increased) (decreased) by _____ calendar days due to this Change Order. The date for completion of all work shall be _____. Furthermore, this document shall become an amendment to the contract and all provisions of the contract shall apply hereto.

Recommended by: _____ (Chief Engineer) Date _____

Accepted by: _____ (Contractor) Date _____

Approved by: _____ (City Engineer) Date _____

Approved by: _____ (Owner) Date _____

_____

_____

Attested by: _____ (Clerk) Date _____

Resolution No._____

Board Order No._____

REQUEST AND JUSTIFICATION FOR CHANGE

1. Necessity for change:_____

2. Will proposed change alter size of the project? Yes_____ No_____

   If yes, explain

3. Affect on operation and maintenance cost of this project:

_____

Engineer

#4340

TITLE OF ORDINANCE CONTRACT FOR SPECIAL ORDINANCE - SEWER IMP. RES. #878-79, LUDWIG PK. AREA SAN. SEWER DIV. I

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 75-07-15

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 878-79, LUDWIG PARK AREA SANITARY SEWER, DIVISION I, L. W. DAILEY, INC., CONTRACTOR FOR PROJECT, IN AMOUNT OF $323,136.90.

(CONTRACT ATTACHED HERETO)

(PRIOR APPROVAL ACQUIRED AND ATTACHED HERETO)

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $323,136.90

TO BE PAID BY PROPERTY OWNERS THROUGH BARRETT BONDING

ASSIGNED TO COMMITTEE

EP